VOI 385 PAGE 40

State of South Carolina,

County of Greenville.

FILED GREENVILLE CO. S. C.

APR 3 11 58 AM 1516

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH R. M.C.

JESSIE G; DELK SEND GREETING: WHEREAS, I the said Jessie G. Delk, in and by __my__ certain promissory note in writing, of even date with these Presents ____ am__ well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Thirty-nine Hundred & no/100 - - - - - -(\$ 3,900,00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of <u>five</u> _______(___5____%) per centum per annum, said principal and interest being payable in __monthly instalments as follows: Beginning on the 3rd day of May , 1948, and on the 3rd day of each month of each year thereafter the sum of \$ 41.37 to be applied on the interest and principal of said note, said payments to continue up to and including the ____3rd____ day of March 19 58, and the balance of said principal and interest to be due and payable on the 3rd day of April , 19 58; the aforesaid monthly payments of \$ 41.37 each are to be applied first to interest at the rate of _______five _______(5_%) per centum per annum on the principal sum of \$ 3,900.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal. All instalments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any instalment or instalments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per And if at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt. NOW, KNOW ALL MEN, That _____, the said __Jessie G. Delk, the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to___me_ in hand well and truly paid by the said LIBERTY LIFE INSURANCE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY, its Successors and Assigns, forever: All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the Northwest side of West Tallulah Drive in that area recently annexed to the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot No. 14 on plat of Property of Estate of D. W. Cochran and Minnie P. Cochran made by Dalton & Neves, Engineers, July 1937, recorded in the R. M. C. Office for Greenville County in Plat Book "I", pages 92 and 93, and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the Northwest side of West Tallulah Drive 610 feet West of Augusta Road, and running thence N. 34-10 W. 184.7 feet to an iron pin; thence S. 46-27 W. 70.94 feet to an iron pin;

thence S. 34-10 E. 173.1 feet to an iron pin on the Northwest side of West Tallulah Drive; thence along said West Tallulah Drive, N. 55-50 E.

dated July 7, 1938 and recorded in the R. M. C. Office for Greenville

This is the same property conveyed to me by deed of P. R. Long

70 feet to the beginning corner.

County, S. C., in Deed Book 204, page 391.